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micromedia
a division of IHS Canada

20 Victoria Street
Toronto, Ontario M5C 2N8
Tel.: (416) 362-5211
Toll Free: 1-800-387-2689
Fax: (416) 362-6161
Email: info@micromedia.on.ca



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**Ambulance Equipment/Supplies Acquisition Mandate
Corporate Support Group
Emergency Health Services Branch
Ministry of Health and Long Term Care (MOHLTC)**

The Corporate Support Group of the Emergency Health Services Branch, has a mandate to assess, evaluate, and make recommendations regarding the standards for equipment and supplies for use in ambulance services.

This Group researches and evaluates equipment to facilitate the provision of patient care in accordance with standards, recommends patient care equipment standards, and defines and ensures that quality management practices related to ambulance equipment are utilized.

The Group also reviews and evaluates new/additional/or replacement equipment requested by an ambulance service for addition to the mandatory equipment list. These evaluations measure the patient care, technical support, occupational health and safety and cost benefits for each item of equipment. When necessary the Corporate Support Group facilitates equipment field trials.

The Corporate Support Group provides administrative and logistical support for the Ambulance Equipment/Supplies Review Committee. This Committee provides recommendations to the Emergency Health Services Branch regarding education and training required in order to properly utilize an item of new/additional/replacement equipment. In addition, the Technical Services Unit, Emergency Health Services Branch assists with the purchase, distribution, and funding of same.

Ambulance Equipment and Supplies Review Committee (AESRC)
Terms of Reference

- Purpose:** To provide a forum for a comprehensive unbiased and consistent review and assessment of ambulance service equipment to determine need for amendment of the provincial equipment standards.
- Reports to:** Director Emergency Health Services Branch
- Membership:** Ambulance Operations Senior Manager or designate
Technical Services Manager or designate
Manager Corporate Support
Project Assistant/Equipment
- Ad hoc Members:** Medical Consultant, Emergency Health Services
Occupational Health and Safety Analyst
Manager Patient Care Standards, Education, and Certification
Chair, Base Hospital Advisory Group
- Chairperson:** Manager, Corporate Support
- Recording Secretary:** Secretary, Corporate Support
- Meetings:** Monthly or at the call of the Chair
- Functions:**
- To review and make recommendations regarding the Standards for land ambulance patient care related equipment and supplies as set out in the Regulations made under the Ambulance Act
 - To review and when appropriate approve equipment field trial requests

- To review unsolicited or solicited evaluations of ambulance equipment and supplies and make recommendations to the Director relating to the equipment standards
- To review the patient care, technical, occupational health and safety, and cost implications of equipment being evaluated
- To ensure essential and effective communication with the upper tier municipalities and other stakeholders in relation to the review of ambulance service equipment and supplies
- To recommend priorities and strategies related to ensuring Ontario's ambulance system utilizes the most appropriate equipment and supplies in the delivery of service

Term of Appointment:	Ongoing
Review of terms of reference:	Reviewed annually and revised as necessary
Date of Origin:	January, 1997
Date of Review	July 2000
Distribution of Minutes:	To regular and ad hoc members of the Committee, Project Manager Standards & Quality Assurance, Regional Managers, Senior Managers and Director of the Branch

MINISTRY OF HEALTH AND LONG-TERM CARE
EMERGENCY HEALTH SERVICES BRANCH

**REQUEST FORM FOR EVALUATION AND REVIEW OF AMBULANCE
EQUIPMENT, SUPPLIES & FIELD TRIAL**

Date: _____ EHS Log Number: _____

Name: _____

Position: _____

Organization: _____

Address: _____

Sponsoring UTM/Designated Delivery Agent/Supplier _____

Phone: _____ Ext. _____ Fax: _____ E-Mail: _____

Equipment or Supplies To Be Evaluated: _____

Section: Land ☐ ALS ☐ BLS ☐ Both ☐

Please Explain Proposed Use _____

Is this additional equipment or supplies? Yes _____ No _____

Does this replace existing equipment or supplies? Yes _____

For replacement equipment or supplies indicate what equipment or supplies would be replaced?

Please describe the benefits in using this equipment.

What is the estimated annual use of this equipment? _____

Recommended Storage Areas _____

Describe How Item Will Be Secured in Vehicle _____

Has a literature search being done? _____

Please include any of the following information, if available:

Photographs ☐
Operators' Manual ☐

Specifications ☐
Warranties ☐

AMBULANCE EQUIPMENT AND SUPPLY REQUEST FORM

ITEM	COMMENTS
<u>Needs Analysis:</u>	
Why do you believe this type of equipment is needed?	_____

What are the pros and cons of using this equipment in consideration of the other equipment?	_____

Rationale for equipment or supplies:	_____

<u>Expected Outcome:</u>	
How does this improve patient outcome?	_____
How does this improve patient safety?	_____
How does this improve worker safety?	_____
How does this improve public safety?	_____
<u>Cost implications:</u>	
unit cost	_____
field trial cost	_____
maintenance costs	_____
reduction in costs	_____
Usage Summary	
Projected Costs	

Field Trial proposals will only be reviewed when the following information has been provided.

Suggested Storage Area
Literature Search
Product Search
Sample
Photos/Drawings
Specifications
Warranties
Operator's Manual

AMBULANCE EQUIPMENT AND SUPPLY REQUEST FORM

Equipment Requested _____

EHS Log Number: _____

Signature: _____

Date: _____

- Is a field trial required? Yes ☐ No ☐
- Have you reviewed the field trial guidelines? (see Branch web-site) Yes ☐ No ☐
- Have you attached a field trial proposal? Yes ☐ No ☐
- Have you prepared your field trial proposal based on the 5-field trial sections as per the field trial guideline? Yes ☐ No ☐
- Is this field trial endorsed by the UTM? Yes ☐ No ☐

Director (EHSB) Approval for Field Trial

Signature: _____ Date: _____

To be completed by Equipment Section of Emergency Health Programs

1. Review Process:

	Date Sent	Support	Not Support	N/A		Date Sent	Support	Not Support	N/A
• Regional Manager	_____	☐	☐	☐	• Medical Consultant	_____	☐	☐	☐
• Manager Patient Care Stds Education & Certification	_____	☐	☐	☐	• MAC	_____	☐	☐	☐
• Supervisor Support Services (TSU)	_____	☐	☐	☐	• PBHAG	_____	☐	☐	☐
					• Occupational Health and Safety	_____	☐	☐	☐
					• LAPS	_____	☐	☐	☐
					• LAISC	_____	☐	☐	☐

AESRC Comments (Recommendation and Rationale): _____

Chair, AESRC: _____ Date: _____

2. Recommendation for Purchase: Yes ☐ No ☐

3. Applicability:

Land ☐ ALS ☐ BLS ☐
 OPALS ☐ Non-OPALS ☐

4. Sign-Offs for Equipment Funding:

TSU Manager Signature: _____ Date: _____

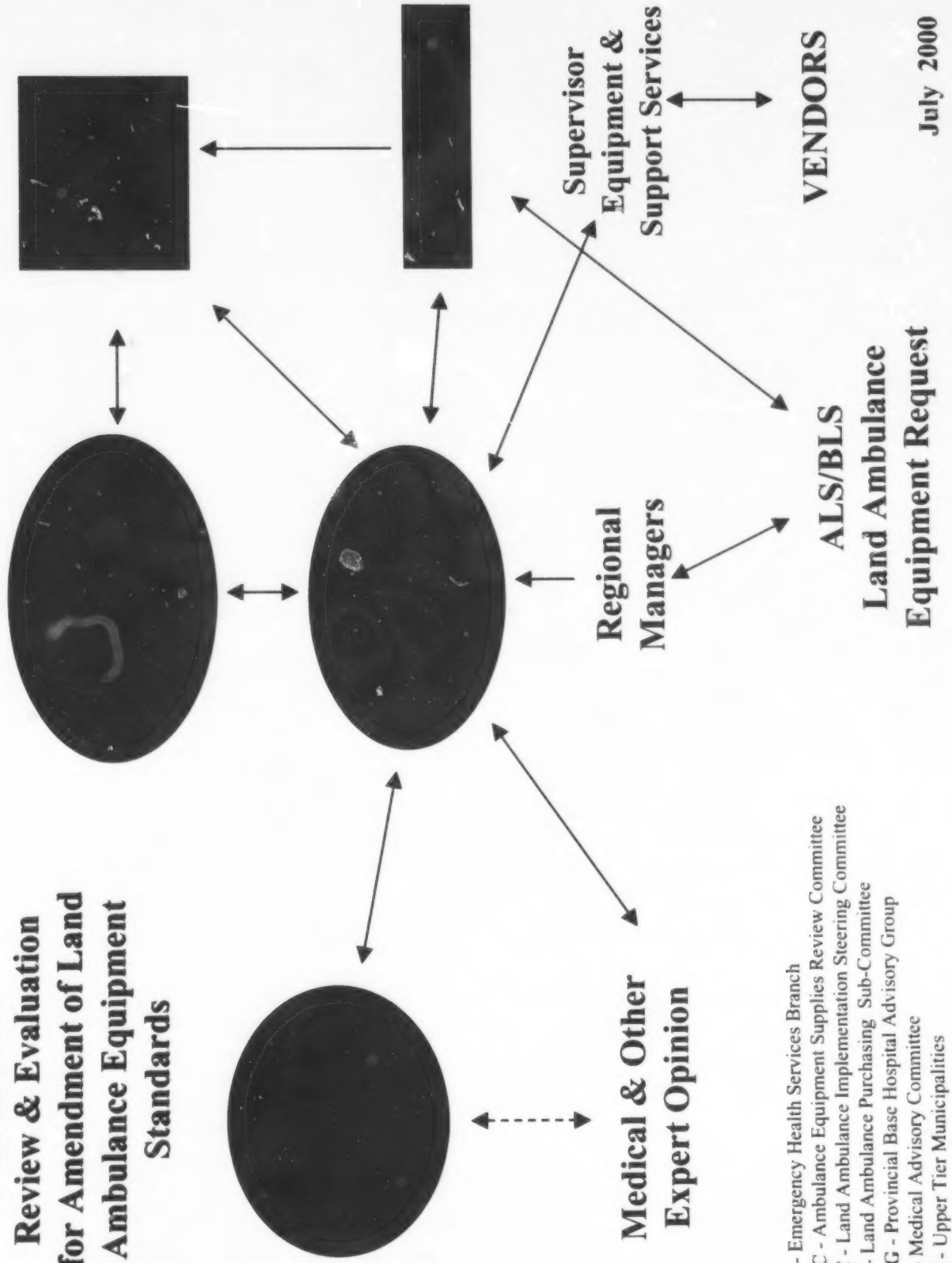
**Senior Manager, Financial
Planning & Municipal Grants** Signature: _____ Date: _____

Air Operations Manager Signature: _____ Date: _____
(Base Hospitals)

**Patient Care Standards, Education
and Certification Manager** Signature: _____ Date: _____
(OPAL sites)

Emergency Health Services Director: Signature: _____ Date: _____

Process for Review & Evaluation for Amendment of Land Ambulance Equipment Standards



EHSB - Emergency Health Services Branch
 AESRC - Ambulance Equipment Supplies Review Committee
 LAISC - Land Ambulance Implementation Steering Committee
 LAPS - Land Ambulance Purchasing Sub-Committee
 PBHAG - Provincial Base Hospital Advisory Group
 MAC - Medical Advisory Committee
 UTMS - Upper Tier Municipalities

July 2000

Quality Management Principles for Equipment

The Ministry's review of ambulance equipment is conducted in accordance with the following principles:

1. The equipment review process is designed to include the input of a wide variety of stakeholders.
2. The aim of the equipment review process is to ensure that equipment in use is continuing to meet current patient care or safety needs, and/or address an unmet need that has been identified; items of equipment proposed to replace existing items on the equipment list is assessed on the basis of whether they provide a better way for necessary patient care or safety functions.
3. The process for evaluating equipment is both proactive as well as reactive.
4. The equipment evaluation process takes into account end user satisfaction as well as patient care and safety considerations.
5. The equipment evaluation process will be scientific and completed within a reasonable timeframe.

**Ministry of Health & Long Term Care's
(Emergency Health Services Branch)**

Ambulance Equipment Survey



This survey was developed as part of the EHSB's quality management related to ambulance equipment. Your participation is essential in the ongoing evaluation of equipment and assists us in ensuring that proper equipment is available to meet your needs. Please indicate which response most closely fits your assessment of the equipment being evaluated.



Item of Equipment: _____

of times used: _____ per day _____ per week _____ per month _____ per year

(Note: 1 - 5 ranges from poor - excellent)

1) Does this piece of equipment perform as intended ?

Yes ☐ No ☐

2) How effective is this device in meeting its intended purpose?

☐ ☐ ☐ ☐ ☐
1 2 3 4 5

3) Should the size of this device be a selection factor?

Yes ☐ No ☐

4) Is it easy to determine which size to use if the product is provided in more than one size?

☐ ☐ ☐ ☐ ☐
1 2 3 4 5

5) Does use of this device improve patient comfort or outcome?

☐ ☐ ☐ ☐ ☐
1 2 3 4 5

6) Could this product be used for other applications?

Yes ☐ No ☐

7) If the piece of equipment is reusable, is it easy to clean?

☐	☐	☐	☐	☐
1	2	3	4	5

8) If the piece of equipment is reusable, is it easy to repackage after patient use?

☐	☐	☐	☐	☐
1	2	3	4	5

9) Does the equipment store easily in the ambulance?

☐	☐	☐	☐	☐
1	2	3	4	5

10) Is the equipment easy to carry by a paramedic from an ambulance to a patient?

☐	☐	☐	☐	☐
1	2	3	4	5

11) Is the equipment easy to use for its intended purpose?

☐	☐	☐	☐	☐
1	2	3	4	5

12) Does this item work in a reliable manner?

☐	☐	☐	☐	☐
1	2	3	4	5

Comments: Your comments related to ambulance equipment are valued. We would very much like to receive your comments and suggestions on this particular piece of equipment. If you would like to comment on another item of equipment, do not hesitate to forward those comments to beverlpa@sdsx.moh.gov.on.ca

Thank you for completing this survey

Field Trials for Ambulance Equipment

Introduction

A "field trial" is a structured introduction of a device or product into one or more ambulance service settings for the purpose of determining how such items perform in "real life" when used by Emergency Medical Attendants and Paramedics.

Field trials may be carried out in conjunction with clinical trials that focus on the medical efficacy of the equipment. Field trials, however, typically do not yield scientifically valid data regarding the clinical performance of equipment or products. Data collected in the field includes: the opinions of Emergency Medical Attendants (EMAs)/Paramedics who use the equipment; and may also include patient feedback, biomedical engineering information, biomedical test results, feedback from emergency physicians and nurses, as well as information concerning the utility, maintenance and repair of the item being evaluated.

Seeking Approval to Conduct a Field Trial

A request to conduct a field trial should be forwarded, on the Ambulance Equipment and Supplies Request Form, to the person or committee as per the current field trial flowchart. Land ambulance field trials for patient care equipment may come from a number of sources including: upper tier municipalities, Regional/Senior Managers of EHS, or Base Hospital personnel. In such instances it is recommended that a Base Hospital Medical Director endorse the need for a field trial and that such an endorsement accompany the request. Field trial requests for non-patient care equipment or supply items may be accepted from a wide variety of groups or agencies. Both patient care and non-patient care field trial requests should be sponsored by the upper tier municipality or designated delivery agent.

In all cases, field trial requests are to be forwarded to the Project Assistant/Equipment, Corporate Support Section, Emergency Health Services Branch. Each request will be forwarded to the Ambulance Equipment and Supplies Review Committee (AESRC). Following a review by AESRC, a recommendation regarding each request will be made to the Director of EHSB.

1. Information to be contained in a field trial request should include:

- the reason for the trial
- the objective of the trial
- relevant background material and
- the method of the trial

2. On receipt, AESRC will review and assess the submission and make a recommendation to the Director
3. If approved, a field trial will be conducted within specified and agreed upon time frames
4. On the conclusion of each field trial and at such intermediate points as may be necessary, a report will be provided to the Chair of AESRC outlining the findings of the field trial and such recommendations as may be appropriate, and
5. AESRC will receive & review the recommendations of each report and provide feedback to the parties involved.

Guidelines for Field Trials

Field trial submissions are to be organized into 5 sections:

1. **Basic Information**
2. **Methodology**
3. **Costs Associated with the Field Trial**
4. **Findings**
5. **Recommendations**

The following outlines that which is to be incorporated into each section.

Basic Information is to include:

- need for the trial
- the generic name for item to be evaluated
- the trade name (if any) for item
- purpose of the item
- objective(s) of the field trial
- relevant documentation (manufacturer's) or other sources
- relationship to item(s) already on the approved equipment list
- whether this item is to replace other items on the equipment list
- published or unpublished studies of the performance of this equipment.
- evidence of use of this item in other ambulance jurisdictions.
- information regarding compliance with provincial health and safety requirements

Methodology:

- who is responsible for the field trial if approved?
- a description of the evaluation criteria and format to be utilized (if the field trial is occurring at two sites the same evaluation criteria and format must be used for each site)
- timing and duration of the field trial?
- sourcing of the item to be tested in the trial?
- number of pieces of the item that will be tested?
- description of the proposed training content, timing, methodology and evaluation for the Emergency Medical Attendants or Paramedics who will be involved in using the item during the trial.

Findings:

Regular progress reports regarding each trial are to be forwarded to the Project Assistant / Equipment. Financial assistance for the field trial from the Ministry is dependent upon the completion of satisfactory progress reports of the field trial on a regular basis (at least quarterly)..

Reports of the findings of a field trial are a critical component in assessing the success and outcome of the field trial. In preparing reports the following areas need to be addressed.

- **Stowage in the ambulance**, can the item be safely stowed in the ambulance, where was the item stowed. How was the item secured on the ambulance? Was the item readily accessible for use as intended? Did stowage of this item lead to any excessive wear and tear on the item or the ambulance?
- **Use in the Ambulance**, indicate the type of ambulances in which the item will be used. Can this item be used effectively in the ambulance, when the ambulance is moving. Does the use of this equipment in an ambulance present any risks to patients, Paramedics, drivers, or other persons?
- **Use in the field**, can this equipment be used effectively in an enclosed space, and/or outdoors? Are there safety risks for the patients, attendants, or bystanders when this equipment is used in an enclosed space, and/or outdoors? Is performance of this item affected by extreme temperatures?
- **Carrying of the item**, can the item be carried by one EMA or Paramedic with ease, comfort and safety? Does the equipment allow for movement of a patient, or ready access to the patient as required ?

- **Maintenance/cleaning of item**, can this item be easily assembled/disassembled by an EMA/Paramedic? Can the functionality of this item be determined on a routine basis by an EMAs/Paramedic (i.e. can daily or other regular checks/testing be conducted)? Can the equipment be cleaned and sanitized/sterilized in the field using agents and methods routinely used and approved for ambulance services? How frequently does the item require repair or maintenance? What were the reasons for repairs? List reasons in order of frequency.
- **Item performance**, does the equipment perform in accordance with the claims of the manufacturer? Are there any exceptions? Describe any performance characteristics not noted by the manufacturer? Were biomedical engineering evaluations conducted to validate the performance characteristics of this equipment? If yes, please append results.
- **Other findings**, How does this item compare to other items currently found on the equipment list? Are essential patient care/safety functions performed by this item that are not currently performed by existing equipment.
- **Financial implications**, What is the financial impact of acquiring or not acquiring this item?

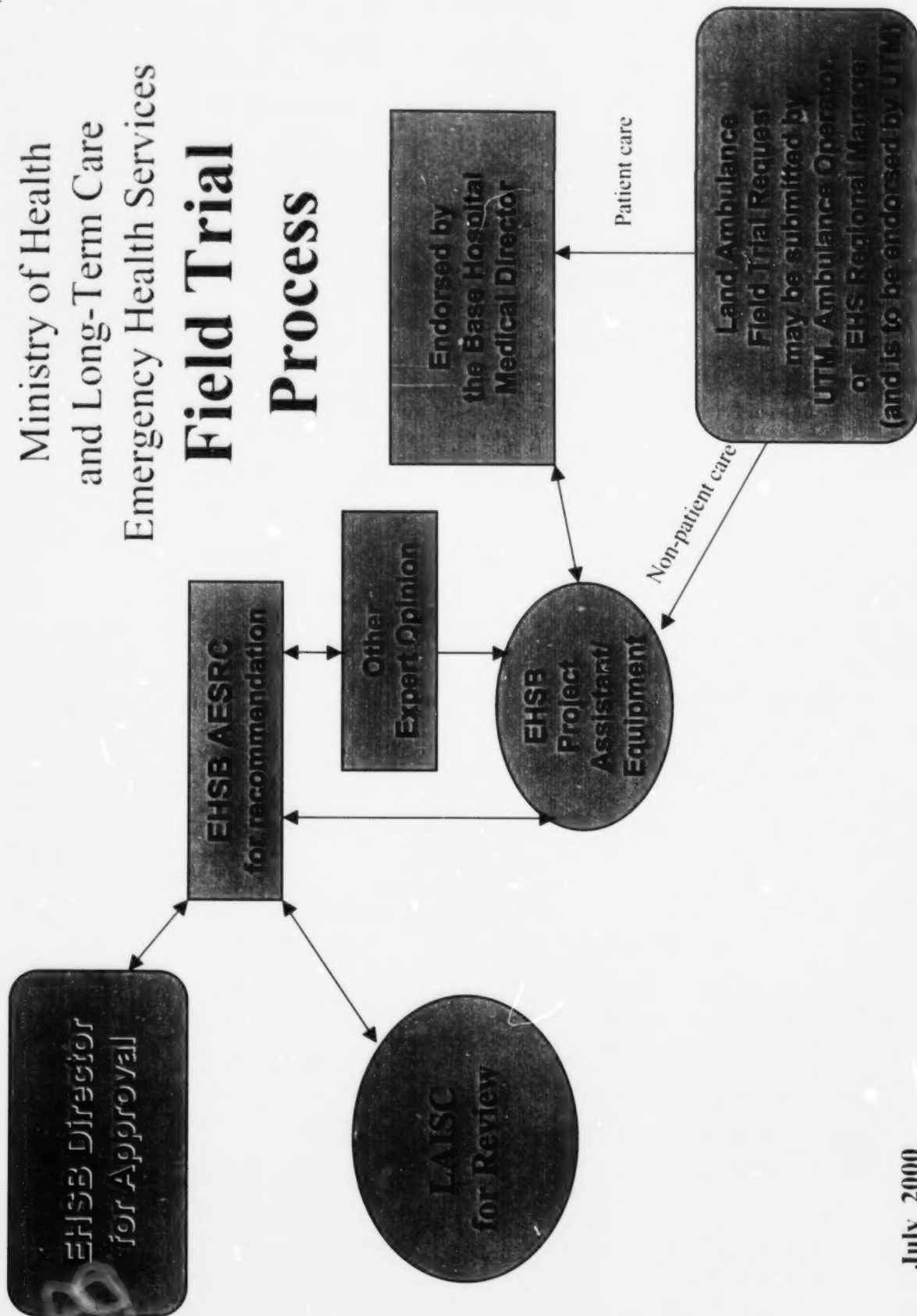
Recommendations:

It is very important, that recommendations be made to the Ministry of Health and Long-Term Care, after the field trial via AESRC regarding:

1. whether the equipment tested should replace an existing item of equipment or be added to the equipment list,
2. need for further testing,
3. whether the item is in need of changes prior to being included on the list,
4. safe use and stowage of the equipment in the ambulance,
5. training required for Emergency Medical Attendants/Paramedics and
6. frequency, type and method for maintaining, cleaning, and testing of the item.

Ministry of Health
and Long-Term Care
Emergency Health Services

Field Trial Process



July 2000

**FIELD TRIAL AGREEMENT
FOR AMBULANCE PATIENT CARE EQUIPMENT**

EMERGENCY HEALTH SERVICES BRANCH CORPORATE SUPPORT GROUP

Ambulance Equipment and Supplies • Contingency Services • French Language Co-ordination
Human Resources • Occupational Health & Safety

5700 Yonge Street, 6th Floor
Toronto ON M2M 4K5
1-800-461-6431 (Toll free)

(416) 327-7900 (Tel)
(416) 327-7911 (Fax)

(Date)

XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX

Dear :

I am pleased to inform you that the request of the [XYZ Service] (the "Service") to conduct a field trial of the "equipment") has been approved by the Director of the Emergency Health Services Branch, of the Ministry of Health and Long Term Care, on behalf of Her Majesty the Queen in right of the Province of Ontario (the "Minister").

Please be advised that the Minister's approval of this field trial does not indicate an endorsement of the equipment by the Minister or Ministry of Health and Long Term Care or a commitment by either to approve the future testing, use or purchase of the equipment.

The following are the terms and conditions of the Field Trial Agreement (the "Agreement") between the Service, the [ABC Hospital] (the "Hospital"), the Base Hospital Coordinator for the Base Hospital Program at the Hospital (the "Coordinator"), and the Minister:

FUNDING

1. The Minister will pay to the Hospital the sum of \$ to cover the cost of equipment, staffing, and training (including training facilities, training manuals and other related material) in respect of the field trial. This amount paid to the Hospital will also cover the cost for the Service of obtaining any additional insurance, over and above the cost of existing insurance already maintained by the Service, necessary in order for the Service to comply with sections 23 to 24 of this Agreement.

In addition to the preceding items, this amount paid to the Hospital will cover the cost of the following items in respect of the field trial:

No additional funding will be provided to the Hospital, the Service or the Coordinator for the purpose of the field trial or this Agreement.

2. (a) The amount paid to the Hospital under section 1 will be paid in the following manner:

(b) The Hospital will use and dispose of the funds paid to it under section 1 only in accordance with this Agreement (see, for example, section 3(a)). Without limiting the generality of this obligation, the amount paid to the Hospital will be subject to the following additional conditions:

3. (a) The Hospital will ensure that all or part of the funds paid to it under section 1 will be provided to the Coordinator at such time or times required by the Coordinator for the purpose of the field trial and this Agreement.

(b) The Coordinator will use or dispose of the funds paid to it by the Hospital only for the purpose of the field trial and this Agreement. To this end, the Coordinator will provide any necessary funds to the Service (for example, to pay for the additional cost of insurance, as described in section 1).

(c) The Service will use or dispose of the funds paid to it by the Coordinator only for the purpose of the field trial and this Agreement.

TERMS AND CONDITIONS OF THE FIELD TRIAL:

4. The Coordinator will act as the senior administrator of the field trial on behalf of the Minister. Without limiting the generality of this obligation or any other obligations under this Agreement, the Coordinator will ensure that the field trial is conducted in accordance with this Agreement.
5. The Service will conduct the field trial in accordance with this Agreement. Without limiting the generality of this obligation, the Service will follow the "Guidelines for Field Trials", appearing in the document called "Field Tests for Ambulance Patient Care Equipment" (the "Guidelines"), prepared by the Emergency Health Services Branch.

6. In addition to the obligation under section 5, the Service, as well as the Hospital and the Coordinator, will at all times follow any other direction from the Ministry of Health and Long Term Care for the purpose of implementing the field test and this Agreement. Without limiting the generality of this obligation, the Service, the Hospital and/or the Coordinator will comply with the following directions:
7. The Service will not take longer than ____ months from commencement of the field trial to complete the field trial. The field trial will commence on _____.
8. Upon completion of the data collection phase of the field trial that should occur not later than _____, all field trial equipment will be removed from the ambulances.
9. The Service will provide a final field trial report by _____ to both the Emergency Health Services Branch (to the attention of the Project Assistant/Equipment) and the Regional Manager responsible for the Region in which the Service is located, within four (4) weeks of the completion of the field trial. The report shall be completed to the satisfaction of the Emergency Health Services Branch.
10. (a) Where, in the opinion of the Minister, at any time (including prior to completion of the field trial) the Service, the Hospital or the Coordinator has committed a breach of the Guidelines or this Agreement, the Minister may terminate the field trial on notice, without cost, penalty or any other liability whatsoever to the Minister.

(b) This approval may be rescinded and the Minister may terminate this Agreement prior to the completion of the field trial, without cost, penalty or any other liability whatsoever to the Minister, where the Minister is of the view that no substantial action has been undertaken by the Service within sixty (60) days from the date of the approval.
11. Where this approval has been rescinded or this Agreement has expired or has been terminated, the Hospital, the Coordinator and the Service will forthwith repay to the Minister any monies in their possession or control that have not already been expended for the purpose of the field trial and this Agreement, and the Minister may collect such monies as a debt owing to the Minister by the Hospital, the Coordinator and the Service, as the case may be.
12. The Service, the Hospital and the Coordinator will establish, maintain and, where appropriate, obtain, separate financial and other records, books of account and other documentation and information, including copies of all relevant invoices (hereinafter collectively referred to as "financial records"), respecting all financial and related aspects of the field trial and this Agreement, including the administration, use and disposition of all funds paid to or by one or more of such parties under this Agreement.
13. (a) All financial records will be subject to inspection and audit by the Minister, the Minister's auditors and the Provincial Auditor, upon twenty-four (24) hours' notice. As and when requested by the Minister, the Service, the Hospital and the Co-ordinator will provide the Minister, the Minister's auditors and the Provincial Auditor with access to and copies of all financial records, together with the proper facilities for inspection or audit, as well as any further information that may be required with reference to such records. The Minister, the Minister's auditors and the Provincial Auditor will have the right to remove any of the financial records for the purpose of

making copies. Once copies have been made, the records shall be promptly returned to the place from which they were removed.

(b) Without limiting the obligations and rights described under section 12(a), at the request of the Minister, the Service, the Hospital and the Coordinator will obtain and submit to the Minister an audited financial statement with respect to the administration, use and disposition of all funds paid to or by one or more of such parties under this Agreement.

(c) Where an inspection or audit described in section 12(a), or an audited financial statement described in section 12(b), reveals that the Service, the Hospital or the Coordinator have not used or disposed of monies paid or provided to the party under this Agreement for the purpose of the field trial and this Agreement, such monies will be repaid forthwith to the Minister and the Minister may collect such monies as a debt owing to the Minister by the Hospital, the Coordinator and the Service, as the case may be.

14. All information, material, reports and other documentation related to any aspect of the field trial and this Agreement (hereinafter the "field trial information"), as well as all financial records, will be retained by the Service, the Hospital and the Coordinator for at least seven (7) years from the date on which they were made or obtained.

15. As and when requested by the Minister, with at least twenty-four (24) hours' notice, the Service will provide the Minister with access to the equipment, and any facility in which the equipment is located, for the purposes of an inspection of the equipment.

16. (a) Where an event occurs which has or may have negative or detrimental implications for any aspect of the field trial, or which in any way compromises or may compromise patient care or the health or safety of any person, or where the Minister gives notice of such event to the Service or the Coordinator, the Service will immediately cease conducting the field trial and the Coordinator will immediately ensure that the field trial is stopped.

(b) The Service or the Coordinator, or both parties where necessary, will rectify the problem, to the satisfaction of the Minister, within thirty (30) days from the event or, where a notice has been given by the Minister, within thirty (30) days from the notice.

(c) Where the Service or the Coordinator does not, or where at any time the Minister believes that the Service or the Coordinator will not or cannot, rectify the problem within the thirty (30) day period, the Minister may terminate this Agreement without further notice, and without cost, penalty or any other liability whatsoever to the Minister.

17. Despite any other provision in this Agreement, where at any time the Minister believes that the field trial, or any action by the Service, the Coordinator or the Hospital related to the field trial or this Agreement, compromises or may compromise patient care or the health or safety of any person, the Minister may terminate this Agreement without notice, and without cost, penalty or any other liability whatsoever to the Minister.

18. Upon the request of the Minister, the Service, the Hospital and the Coordinator will provide a report or other information, as specified by the Minister, to the Emergency Health Services Branch's Project Assistant/Equipment, and to the appropriate Regional Manager, regarding any aspect of the field trial or this Agreement.
19. All field trial information (as described in section 13 of this Agreement), except financial records (as described in section 11 of this Agreement), will at all times be the sole property of the Minister.
20. The Service, the Coordinator and the Hospital will not publish or otherwise disclose any field trial information, whether privately or publicly, related to any aspect of the field trial, and will use their best efforts to ensure that no other person will do so, without the express prior approval of the Minister, unless otherwise permitted by this Agreement.
21. Without limiting the generality of section 19, the Service, the Coordinator and the Hospital will not use, publish or otherwise disclose any field trial information or financial records in such a way as to indicate that the Government of Ontario, the Minister, the Ministry of Health and Long Term Care or the Emergency Health Services Branch endorses the equipment or is committed to approve the future testing, use or purchase of the equipment.

LIABILITY AND INDEMNIFICATION:

22. The Minister, and the Minister's officers, employees, agents, assigns, independent contractors and subcontractors shall not be liable to the Service, the Hospital or the Coordinator, or to any of their officers, directors, employees, agents, assigns, independent contractors or subcontractors (hereinafter collectively referred to as "Personnel") for any losses, expenses, costs, claims, damages or liabilities arising out of or by reason of or attributable to the performance of the obligations of the Service, the Hospital or the Coordinator in respect of the field trial or under this Agreement, or the exercise by the Minister of any rights or remedies given to the Minister under this Agreement. The provisions of this section shall survive the termination or expiry of this Agreement.
23. The Service will indemnify and save harmless the Minister and the Minister's officers, employees, agents, assigns, independent contractors and subcontractors from all costs, losses, damages, judgments, claims, demands, suits, actions, causes of action, contracts, or other proceedings of any kind or nature based on, occasioned by or attributable to anything done or omitted to be done by the Service or any of its Personnel in connection with this Agreement or with the performance of the Service's obligations under this Agreement, or the exercise by the Minister of any rights or remedies given to the Minister under this Agreement. The provisions of this section shall survive the termination or expiry of this Agreement.

INSURANCE:

24. The Service will maintain in full force and effect during the term of this Agreement a policy of comprehensive general liability insurance, in form and substance acceptable to the Minister, providing coverage for a limit of not less than five million dollars (\$5,000,000.00) for each occurrence of a claim of bodily injury (including

personal injury), death or property damage, including loss of use thereof, that may arise directly or indirectly from the acts or omissions of the Service or its Personnel in respect of the field trial or in connection with this Agreement.

25. The insurance policy referred to in section 23 shall include the following terms:

- (a) a clause that adds Her Majesty the Queen in Right of Ontario, as represented by the Minister of Health and Long Term Care ("the Crown"), and the Minister's officers, employees, agents, assigns, independent contractors and subcontractors, as additional named insureds;
- (b) a cross-liability insurance clause endorsement acceptable to the Minister;
- (c) a clause requiring the insurer to provide thirty (30) days prior written notice to the Minister in the manner set forth in the insurance policy in the event of the termination, expiry, variation or non-renewal of the policy; and
- (d) a clause that provides that the protection for the Crown under the insurance policy will not be affected in any way by any act or omission of the Service or its Personnel.

26. The Service will submit to the Minister proof of the insurance coverage in the form of a certificate and a copy of the relevant portion or portions of the insurance policy incorporating the terms and clauses referred to above.

NOTICE:

27. Unless otherwise provided in this Agreement, any approval, authorization, notice or other communication by either the Service, the Coordinator, the Hospital or the Minister to another party will be in writing and will be deemed to have been sufficiently given five (5) business days after such notice or communication is mailed, postage prepaid, or twenty-four (24) hours after such notice or communication is delivered by hand or by facsimile transmission.

28.(a) Any notice shall be addressed, in the case of notice to the Minister, to:

Manager, Corporate Support Group
Ministry of Health and Long Term Care,
Emergency Health Services Branch
5700 Yonge Street, 6th Floor
Toronto ON M2M 4K5
Fax # (416) 327-7911

(b) in the case of notice to the Service, to:

Fax #

with a copy of such notice to:

Regional Manager
Ministry of Health and Long Term Care,
Emergency Health Services Branch
Fax #

(c) in the case of notice to the Hospital, to:

Fax #

(d) and, in the case of notice to the Base Hospital Coordinator, to:

the Coordinator at the Base Hospital for the Service

Fax #

TO THE BASE HOSPITAL COORDINATOR, THE HOSPITAL AND THE SERVICE: If the terms and conditions of this Agreement are acceptable to you, please sign the Agreement as provided below. The duly authorized signing officer(s) must sign for the Hospital and the Service. Where you have signed this Agreement, please forward the original signed copy to the writer.

In order for this Agreement to be effective as of the commencement date set out in section 7, it need not be signed by both the Coordinator, the Hospital and the Service on the same copy, but may be signed separately on different copies.

The Emergency Health Services Branch looks forward to receiving the results of the field trial.

If you have any questions with regard to the approval please do not hesitate to contact me at 416-327-7831.

Yours very truly,

Chair Ambulance Equipment and
Supplies Review Committee

The Service, the Hospital and the Base Hospital Coordinator hereby accept the terms and conditions of this Agreement, as set out above, and the Service encloses proof of insurance in accordance with this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT BY THEIR DULY AUTHORIZED SIGNING OFFICER(S).

SIGNED, SEALED AND DELIVERED

in the presence of:

For the Service

Witness

Date

Date

Witness

For the Base Hospital Coordinator

Date

Date

Witness

For the Hospital

Date

Date